



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

GRACE ROBINSON CHAN
Chief Engineer and General Manager

RECEIVED

DEC 17 2012

AGROMIN

December 14, 2012

Argomin Premium Soil Products
Attn: Mr. Bill Camarillo
201 Kinetec Drive
Oxnard, CA 93030

Mr. Camarillo:

County Sanitation District No. 2 of Los Angeles County invites a proposal from you for:

WASTE DISPOSAL SERVICES AND/OR BENEFICIAL REUSE OR MANAGEMENT OF OTHER WASTE MATERIALS

in accordance with the enclosed Request for Proposal dated, December 2012.

A pre-proposal meeting will be held on Wednesday, January 9, 2013 at 10:00 a.m. at the Joint Administration Office, 1955 Workman Mill Road, Whittier, CA 90601. While not mandatory all interested proposers are encouraged to attend.

Your proposal must be filed in the District's Purchasing office at 1955 Workman Mill Road, Whittier, California 90601 by the hour of 11:00 a.m., Tuesday, February 12, 2013. Non-acknowledgement will automatically remove your name from future proposals.

Inquiries in reference to the Request for Proposal should be directed to Ms. Connie Christian at (562) 908-4288 extension 2434.

Very truly yours,
Grace Robinson Chan

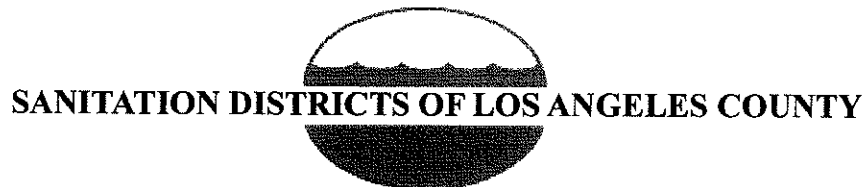
Cheryl M. Shea

Cheryl M. Shea
Purchasing Manager

by ge

CMS:lc
Enclosure

**REQUEST FOR PROPOSAL
FOR
WASTE DISPOSAL SERVICES
AND/OR
BENEFICIAL REUSE OR MANAGEMENT OF OTHER WASTE MATERIALS**



Proposals Due:

11:00 A.M. P.S.T.
February 12, 2013

Grace R. Chan
Chief Engineer and General Manager

County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, California 90601

December 2012

TABLE OF CONTENTS

1	GENERAL INFORMATION	1
1.1	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	1
1.2	INTRODUCTION.....	2
1.2.1	<i>Project Background.....</i>	2
1.2.2	<i>Existing Waste Transfer and Disposal Operations.....</i>	3
1.2.2.1	Puente Hills Materials Recovery Facility	3
1.2.2.2	Downey Area Recycling and Transfer Facility	3
1.2.2.3	South Gate Transfer Station.....	3
1.2.3	<i>Existing Green Waste Management</i>	3
1.2.4	<i>Existing Treated Ash Management at CREF and SERRF</i>	4
1.2.5	<i>Existing Biosolids Management at the Districts' Wastewater Facilities</i>	4
1.2.6	<i>Summary of Current Tonnages</i>	5
1.2.7	<i>Potential Future Operations</i>	5
1.3	GENERAL REQUIREMENTS FOR RESPONDING TO RFP	6
1.3.1	<i>Proposal Due Date and Submittal.....</i>	6
1.3.2	<i>Notices and Districts' Project Manager</i>	6
1.3.3	<i>Number of Copies.....</i>	7
1.3.4	<i>Signature and Authority</i>	7
1.3.5	<i>Non-Mandatory Pre-Proposal Meeting.....</i>	7
1.3.6	<i>RFP Schedule.....</i>	7
1.3.7	<i>Questions Regarding RFP</i>	7
1.3.8	<i>Proposal Related Expenses</i>	8
1.3.9	<i>Proposal Ownership and Confidential Information.....</i>	8
1.4	RIGHTS RESERVED BY THE DISTRICTS	9
2	MINIMUM QUALIFICATIONS	10
2.1	COMPANY EXPERIENCE	10
2.2	PROGRAM ADMINISTRATOR	10
3	SCOPE OF SERVICES	11
3.1	MSW DISPOSAL	11
3.1.1	<i>Waste Composition.....</i>	11
3.1.2	<i>Turnaround Time.....</i>	11
3.1.3	<i>Commitment to Deliver</i>	11
3.1.4	<i>Tipping Fee.....</i>	12
3.2	REUSE OF GREEN WASTES.....	12
3.2.1	<i>Shredded and Unshredded Green Waste.....</i>	12
3.2.2	<i>Process and Diversion Credit.....</i>	12

TABLE OF CONTENTS

3.2.3	No Minimum Tonnage.....	12
3.2.4	Tipping Fee.....	13
3.3	TREATED ASH DISPOSAL AND/OR REUSE.....	13
3.3.1	Tipping Fee.....	13
3.3.2	No Minimum Tonnage.....	13
3.4	BIOSOLIDS DISPOSAL AND/OR REUSE	14
3.5	OTHER OPTIONAL PROPOSALS.....	14
4	CONTENTS OF PROPOSAL	15
4.1	STATEMENT OF QUALIFICATIONS	15
4.2	TECHNICAL PROPOSAL.....	15
4.2.1	Description of Proposer's Facilities.....	15
4.2.2	Site Requirements	16
4.2.3	Waste Management Facility Information	16
4.2.4	Compliance with Laws and Regulations.....	17
4.2.5	Unacceptable Waste	17
4.2.6	Scale Procedures	17
4.2.7	Supplies and Equipment.....	17
4.2.8	Optional Contingency Plan.....	17
4.3	COST PROPOSAL	18
4.3.1	Adjustments and Price Escalation.....	18
4.3.2	Invoicing & Payment.....	18
4.4	ACCEPTANCE OF TERMS AND CONDITIONS.....	18
4.5	COMPLETENESS.....	18
5	PROPOSAL EVALUATION.....	20
5.1	SELECTION PROCESS.....	20
5.2	EVALUATION CRITERIA	20
6	TERMS AND CONDITIONS.....	21
6.1	TERM OF AGREEMENT.....	21
6.2	PERFORMANCE GUARANTEES	21
6.2.1	Guaranteed Implementation of Program to Minimize Unacceptable Waste	21
6.2.2	Guaranteed Management of All Wastes Received	21
6.2.3	Financial Statements.....	22
6.3	PROCEDURE FOR INCIDENTAL UNACCEPTABLE WASTE	22

TABLE OF CONTENTS

6.4	REPORTS.....	22
6.5	REGULATORY COMPLIANCE	23
6.6	WARRANTY AND RESPONSIBILITY	23
6.7	LIABILITY OF SUCCESSFUL PROPOSER	23
6.8	COMPENSATION AND PAYMENT FOR SERVICES.....	23
	6.8.1 Tipping Fee (Cost Per Ton).....	23
	6.8.2 Pass-Through Taxes and Fees	23
	6.8.3 Invoice Disputes.....	24
6.9	MAINTENANCE OF RECORDS.....	24
6.10	CHANGES OR MODIFICATIONS	24
6.11	TERMINATION AND DEFAULT	25
	6.11.1 Default	25
	6.11.2 Termination	25
6.12	INDEMNITY	25
6.13	INDEPENDENT CONTRACTOR	26
6.14	NOTICES	26
6.15	SUCCESSORS AND ASSIGNS.....	26
6.16	FORCE MAJEURE	26
6.17	SEVERABILITY	26
6.18	GOVERNING LAWS AND REQUIREMENTS.....	27
6.19	AB 939 REPORTING BY THE DISTRICT	27

1 GENERAL INFORMATION

1.1 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

ADC	Alternative Daily Cover
Biosolids	Biosolids are nutrient-rich organic materials resulting from the treatment of sewage sludge.
Cleanings	Grit and other inert materials removed during the wastewater treatment process. This material is classified as municipal solid waste.
County	Los Angeles County
CREF	Commerce Refuse to Energy Facility
DART	Downey Area Recycling and Transfer Facility
Default	Default means the failure of a Party to observe or perform any covenant, condition, or term of this Agreement or the breach of any representation or warranty made by the Proposer.
Districts	County Sanitation Districts of Los Angeles County
District's Contract Haulers	A hauler providing trucking services to the District.
District's MRF/TS	District's Materials Recovery Facilities and Transfer Stations (PHMRF, DART & SGTS)
Green Waste	Green waste refers to biodegradable waste, such as grass cuttings, and hedge and tree trimmings that is relatively free of contamination.
JWPCP	Joint Water Pollution Control Plant
Minimum Monthly Commitment	A minimum quantity of MSW in tons per month that the District will commit to delivering to the Proposer's Facility.
MW	Megawatt
MSW	Municipal Solid Waste
PHLF	Puente Hills Landfill
PHMRF	Puente Hills Materials Recovery Facility
Proposer's Facility/ Facilities	Any disposal or reuse facility/facilities that is/are designated by the Proposer to manage MSW or other materials from the Districts.
PRA	California Public Records Act
RFP	Request for Proposals
SERRF	Southeast Resource Recovery Facility
SGTS	South Gate Transfer Station
Successful Proposer	Proposer authorized by the District Board of Directors to perform the services in this RFP.
Tipping Fee	A fee for each ton of MSW or other materials delivered to the Proposer's Facilities.
Unacceptable Waste	Any waste identified by the Proposer as unacceptable for receipt.
WBR	Waste-by-Rail

1.2 INTRODUCTION

The County Sanitation Districts of Los Angeles County ("Districts") were created under State law to provide wastewater and solid waste management services and consist of 23 independent special districts serving approximately 5.4 million people in Los Angeles County. The Districts' service area covers approximately 820 square miles and encompasses 78 cities and unincorporated areas within Los Angeles County. The Districts construct, operate and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. Under a Solid Waste Management System Agreement and an Amended Joint Administration Agreement, all solid waste facilities except for the Southeast Resource Recovery Facility ("SERRF") are operated by County Sanitation District No. 2 of Los Angeles County (the "District"). The District operates a solid waste management system serving a large portion of Los Angeles County, which includes three active sanitary landfills, four landfill gas-to-energy facilities, three transfer/materials recovery facilities, a refuse-to-energy facility, and two recycle centers.

The purpose of this Request for Proposal ("RFP") is to secure capacity after closure of the Puente Hills Landfill on October 31, 2013, for one or more of the following:

- 1) Municipal Solid Waste ("MSW") from the Puente Hills Materials Recovery Facility ("PHMRF"), Downey Area Recycling and Transfer Facility ("DART"), and South Gate Transfer Station ("SGTS"), referred collectively as the District's Materials Recovery Facilities and Transfer Stations ("District's MRF/TS"), and from the Commerce Refuse to Energy Facility ("CREF").
- 2) Green waste from the District's MRF/TS.
- 3) Treated ash from CREF and SERRF.
- 4) Biosolids from the Districts' wastewater treatment facilities.
- 5) Grit and other inert materials removed during the cleaning-out of the wastewater treatment processes, such as digesters, grit chambers, and screens ("Cleanings").

The District is soliciting proposals and associated tipping fees for waste disposal services and for the beneficial reuse or management of other waste materials as described in Section 3. The proposal may offer to provide any combination of services described in Section 3. The District may enter into agreements in any fashion determined to be in its best interest, including awarding to a sole Proposer or to multiple Proposers for any combination of the services. The District reserves the right to subcontract capacity to a third party if it is in the best interest of the District and approved by the District's Board of Directors.

1.2.1 Project Background

Currently, MSW from District's MRF/TS and CREF are primarily disposed of at the Puente Hills Landfill ("PHLF"). Aside from MSW, the PHLF also receives, reuses, recycles, and disposes of other wastes, such as green waste, asphalt, treated ash from CREF and SERRF, and biosolids and inert materials such as Cleanings from Districts' wastewater facilities.

The PHLF currently receives an average of 190,000 tons of MSW per month. Some of the waste and materials currently received at the PHLF originate at PHMRF, DART, SGTS, CREF, SERRF and the Districts' wastewater treatment facilities. The PHLF is scheduled to close on October 31, 2013 due to expiration of the site's conditional use permit. Therefore, the objective

of this RFP is to obtain cost effective capacity for the disposal and reuse of waste materials originating from the District's facilities.

1.2.2 Existing Waste Transfer and Disposal Operations

The District operates three transfer/materials recovery facilities – the PHMRF, DART, and SGTS. Loads received at District's MRF/TS are processed for the recovery of recyclables and inspected for the presence of hazardous waste and other materials that are unacceptable for disposal at a MSW landfill. Unacceptable materials are removed and managed in accordance with applicable local, state, and federal regulations. The residual MSW is transported to a landfill. Currently, approximately 16,000 tons of residual MSW are transported each month from District's MRF/TS via transfer trucks to the PHLF.

Additionally, certain loads received at the CREF do not go through the refuse-to-energy process and are transferred directly to the PHLF for disposal. Transfer loads from CREF average 1,000 tons per month. The PHLF also receives materials from the cleaning-out of digesters, grit chambers, screenings, and other processes at the Joint Water Pollution Control Plant ("JWPCP"). Currently, approximately 100 tons of Cleanings per month are disposed of at the PHLF as MSW.

1.2.2.1 *Puente Hills Materials Recovery Facility*

The PHMRF is located at 2808 Workman Mill Road in the unincorporated Whittier area of Los Angeles County, just south of the intersection of the Pomona (SR-60) and San Gabriel (I-605) Freeways. The PHMRF is permitted to receive a maximum of 4,400 tons of MSW per day or a maximum of 24,000 tons per week.

1.2.2.2 *Downey Area Recycling and Transfer Facility*

DART is located at 9770 Washburn Road in the City of Downey, west of I-605 and south of Firestone Boulevard. DART is permitted to receive, handle, and process up to 5,000 tons of MSW per day.

1.2.2.3 *South Gate Transfer Station*

The SGTS is located at 9530 Garfield Avenue in the City of South Gate, east of the Long Beach Freeway (I-710) at the Firestone Boulevard exit. SGTS is permitted to accept 1,000 tons of MSW per day.

1.2.3 Existing Green Waste Management

Segregated, uncontaminated green waste is accepted at a reduced rate at the PHLF. DART and SGTS also accept segregated, uncontaminated green waste, which is loaded into trucks and transferred to the PHLF for processing. The PHLF receives an average of 21,000 tons of green waste per month that is beneficially reused as alternative daily cover material ("ADC").

The green waste ADC program provides a beneficial and economically viable diversion option for many Los Angeles County jurisdictions and conserves soil normally used for cover. With the

closure of the PHLF, the District is seeking alternative green waste management options and is encouraging Proposers to submit proposals that include rates for accepting shredded and unshredded clean green waste for reuse, such as ADC or composting.

1.2.4 Existing Treated Ash Management at CREF and SERRF

CREF is located at 5926 Sheila Street in the City of Commerce, near the Santa Ana Freeway (I-5). CREF converts approximately 350 tpd of MSW into 10 Megawatts ("MW") of electricity. SERRF is located at 120 Pier S Avenue in the City of Long Beach, west of the Terminal Island Freeway, just north of Ocean Boulevard. SERRF converts approximately 1,500 tons of MSW per day and produces 30 MW of electricity.

Ash from CREF is mixed with water and Portland cement in a concrete mixer truck to create a batch mix that resembles cement slurry. The slurry mixture or treated ash is poured into plastic lined roll-off bins to be cured overnight, during which time it solidifies into a mass similar to concrete. The roll-off bins are lined with plastic so that the loads can slide when tipped at the landfill. The ash treatment process at SERRF is similar to the treatment process at CREF, except the treated ash is in a granular form, similar to a well-graded sand and aggregate mixture.

CREF and SERRF send an average 15,000 tons of treated ash to the PHLF per month. Treated ash from CREF and SERRF is reused as a sub-road base for wet weather operating areas at the PHLF. When a truck delivers the CREF-treated ash to the PHLF, the block of ash typically breaks into smaller pieces when it hits the ground. The treated ash is further broken up by a dozer pulling a grid roller.

1.2.5 Existing Biosolids Management at the Districts' Wastewater Facilities

The Districts operate and maintain 1,400 miles of main trunk sewers, 50 pumping plants, and 11 wastewater treatment plants. JWPCP, the largest of the Districts' wastewater treatment plants, is located at 24501 South Figueroa Street in the City of Carson. JWPCP provides primary and secondary treatment for approximately 275 million gallons of wastewater per day. The solids from primary and secondary treatment are processed through the anaerobic digestion tanks, dewatered to a moisture content of approximately 28 percent, and hauled off-site for use in composting and land application, or disposed at a landfill. Biosolids are defined by the U. S. Environmental Protection Agency as the nutrient-rich organic materials resulting from the treatment of sewage sludge. All Districts' biosolids meet the requirements for Class B biosolids pursuant to federal regulations, 40 CFR Part 503. In addition, the analytical results for the Districts' biosolids are below the Soluble Threshold Limit Concentrations (STLCs), as determined pursuant to the Waste Extraction Test (WET), and Total Threshold Limit Concentration requirements of California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3. The Districts' biosolids are therefore considered to be a nonhazardous waste. The JWPCP currently transfers approximately 14,000 tons of biosolids to the PHLF for disposal per month. The biosolids to be managed under this RFP will primarily originate from the JWPCP with occasional loads originating from wastewater facilities in the Santa Clarita and Antelope Valleys. Proposers are invited to submit proposals that include final disposition of all or a portion of the biosolids.

1.2.6 Summary of Current Tonnages

Provided below is a summary of the amount of the various types of materials currently managed at each of the facilities discussed above:

Summary of Current Tonnages

Material Type	Tonnage (per month)
MSW	195,000
Green waste	21,000
Treated Ash	15,000
Biosolids	14,000
Cleanings	100

1.2.7 Potential Future Operations

There is currently an uncertainty regarding how much tonnage the District's facilities will receive after the closure of the PHLF on October 31, 2013. Provided below is a potential scenario showing the amount and types of tonnages that could be available after the closure of the PHLF:

Potential Future Operations

Material Type	Tonnage (per month)
MSW from the District's facilities	100,000
Green waste	21,000
Treated Ash	15,000
Biosolids	14,000
Cleanings	100

The tonnages shown in the above table are in no way a guarantee of how much tonnage will be available. The tonnages only represent a potential amount that could be available, depending upon market conditions and a number of other factors that are not completely within the control of the District.

The District will commit to deliver a minimum of 26,000 tons per month of residual MSW ("Minimum Monthly Commitment") if the project is awarded to a single Proposer. If the project is awarded to multiple Proposers, the Districts will commit to deliver a minimum of 26,000 tons per month of residual MSW divided amongst the Proposers in a manner that best suits the interests of the District.

The District will not guarantee a minimum tonnage of green wastes, treated ash, and biosolids. Tonnages of MSW or other materials may fluctuate widely both on a seasonal and a daily basis. In a single award situation, the District may commit to delivering all available green wastes to

the Successful Proposer's Facilities. In a multiple award situation, the District may commit to allocating a fixed percentage of overall available material from District's facilities to each Successful Proposer's Facilities.

For treated ash and biosolids, the District's commitment to deliver all (single award) or a fixed percentage (multiple award) of awarded material will be on a year-to-year basis beginning on the date material is first received. The District will notify the Successful Proposer in writing 90 days prior to the end of the one (1) year period of any discontinuation or reduction of treated ash or biosolids from the contract.

1.3 GENERAL REQUIREMENTS FOR RESPONDING TO RFP

1.3.1 Proposal Due Date and Submittal

Proposers must submit a sealed proposal no later than 11:00 a.m. on February 12, 2013 to:

Address: Joint Administration Office
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Contact: Ms. Cheryl Shea

The proposal package must be clearly labeled with "Proposal for Waste Disposal Services and/or Beneficial Reuse or Management of Other Waste Materials." Any proposals submitted after the above time and date, or to any other person or address, may be returned to the Proposer, and that Proposer may be eliminated from consideration for this work.

1.3.2 Notices and Districts' Project Manager

All correspondence related to this RFP must be in writing and sent to the address below to the attention of the Project Manager. All requests for information, clarification, or questions related to this RFP must be directed to the Project Manager.

Project Manager: Ms. Connie Christian
Address: Joint Administration Office
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Phone: (562) 908-4288, extension 2434
Email: cchristian@lacsdc.org

The District may change the Project Manager from time to time and will provide written notice of the change to the Proposer's Program Administrator.

1.3.3 Number of Copies

Proposers must submit one (1) original with wet signature and five (5) copies of the proposal in its entirety, including all forms, appendices, exhibits, and other requirements as specified in this RFP. The proposal must be typed or printed on 8½" x 11" size paper. The original must be unbound and photocopy-ready. The copies must be appropriately bound. Any oversized documents must be folded to size and secured in the proposal.

1.3.4 Signature and Authority

The Proposer's cover letter must be bound into the proposal and must constitute the Proposer's offer to perform all work, or discreet portions of the work, defined by the RFP and the proposal. The letter must be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer. This letter must also acknowledge receipt of each addendum to the RFP as appropriate. The cover letter shall be addressed to Grace Robinson Chan, Chief Engineer and General Manager of the County Sanitation Districts of Los Angeles County.

1.3.5 Non-Mandatory Pre-Proposal Meeting

Proposers may attend a non-mandatory pre-proposal meeting to be held on:

Date: January 9, 2013
Time: 10:00 a.m.
Location: Joint Administration Office
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Contact: Ms. Connie Christian

1.3.6 RFP Schedule

The anticipated schedule for the proposal, selection, and award process is as follows:

Request for Proposals Issued	December 14, 2012
Pre-Proposal Meeting	January 9, 2013
Proposals Due	February 12, 2013
Board Approval of Agreement(s)	TBD

1.3.7 Questions Regarding RFP

Questions regarding this RFP must be addressed only to the District's Project Manager. If the District deems it necessary to clarify, modify, or add information to this RFP, an addendum will be sent by return mail to all Proposers. The identity of the Proposer submitting questions will not be disclosed in the addendum. Only written responses sent to all Proposers in the form of an addendum will be considered to be part of the RFP.

1.3.8 Proposal Related Expenses

The District will not, in any event, be liable for any expenses incurred by any Proposer in the preparation of a response to this RFP or during the evaluation process.

1.3.9 Proposal Ownership and Confidential Information

All proposals will become the property of the District and will be considered a public record. The District is subject to the provisions of the California Public Records Act ("PRA"). If there is any information in the proposal that the Proposer deems proprietary or confidential, the Proposer must clearly identify that information as proprietary or confidential by clearly marking the information with an asterisk placed on the left margin adjacent to the paragraph containing that information and highlighting the confidential portions. Proposers must insert the following notice in the front of the proposal:

"NOTICE"

"The information on the pages of this proposal identified by an asterisk (*) in the left margin is information that constitutes trade secrets or information that would cause substantial injury to the Proposer's competitive position if disclosed. The Proposer requests that the District use this information solely for the evaluation of the Proposer's proposal, but understands that the District is subject to the provisions of the California Public Records Act."

Notwithstanding any contrary provision of this Agreement, in the event that the District is compelled, by deposition, interrogatory, subpoena, request under the PRA, civil investigative demand, court or administrative order, or other governmental or regulatory requirement, to disclose any of the Proposer's confidential information, the District will furnish the Proposer with prompt written notice of any the request or proceeding so that the Proposer may seek an appropriate protective order or other remedy or waive its claims of confidentiality. If the Proposer does not promptly obtain a protective order or other remedy, the District may disclose that portion of the confidential information that the District determined is legally subject to disclosure. In the event of any claim or proceeding filed by a third party to seek disclosure or release from the District of confidential information, the District will defend the claim or proceeding at the Proposer's sole cost and expense. The District will control the defense or resolution of the claim or proceeding, but will require the Proposer to establish that the information sought is in fact confidential information that is exempt from disclosure. If the Proposer elects to have the District defend the proceeding in accordance with this paragraph, the District will refrain, to the extent permitted by law, from disclosing any confidential information that is the subject of that proceeding until the entry of a final, non-appealable judgment requiring that disclosure or other final resolution of that proceeding. The Proposer shall pay any attorney fees, costs, or sanctions awarded to the third party, and shall hold the District, its directors, officers, agents, and all of them, harmless from same. The District provides no representations or warranties regarding the ability of the Proposer to prevent the disclosure of the confidential information under the PRA or as otherwise required by law.

1.4 RIGHTS RESERVED BY THE DISTRICTS

This RFP does not constitute an agreement or a contract between the Proposer and the District. The provisions of this RFP, and any amendments to this RFP, and portions of the Proposer's proposal may be incorporated into a purchase order or other form of contract or agreement with the District. Any contract or agreement between the District and the Proposer is subject to the approval of the District's Board of Directors ("Agreement"). The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished, and require additional evidence of qualifications to perform the services described in the RFP. The District reserves the right to:

- Reject any or all responses.
- Award all or a portion of the project to one or more Proposers
- Solicit, advertise and issue a subsequent RFP.
- Establish a short list of firms eligible for interview after evaluation of the proposals.
- Supplement, amend, substitute or modify this RFP at any time by means of written addenda.
- Waive any defect or technicality in any proposal.

****End of Section 1***

2 MINIMUM QUALIFICATIONS

Each proposal must include information to demonstrate that the Proposer meets the minimum qualifications listed in this section.

2.1 COMPANY EXPERIENCE

- The Proposer must have been in operation for at least five (5) years in the solid waste management business in the State of California.
- The Proposer must submit the names and locations of the facilities under the Proposer's control. The Proposer's Facilities must be fully permitted and operating in compliance with all appropriate federal, state, and local requirements. If the Proposer's Facilities are under the Proposer's control through a contract or partnership agreement, the Proposer must demonstrate that the Proposer's Facilities will remain under the Proposer's control through the duration of the Agreement.
- Upon request, the Proposer shall arrange for an inspection of the facility by District's representatives and shall provide the District with copies of all reports related to facility operations and inspection reports prepared by or for applicable regulatory agencies.

2.2 PROGRAM ADMINISTRATOR

The Proposer shall designate a Program Administrator in the proposal. The Program Administrator shall be the primary contact between the Successful Proposer and the District's Project Manager on all issues related to the services in this RFP. During the term of the Agreement, the Proposer shall not replace the designated Program Administrator without the written approval of District, which approval will not be unreasonably withheld.

The District shall have the right to request a change in the designated Program Administrator. The Proposer shall change the Program Administrator to the satisfaction of the District with thirty (30) days' written notice to the Proposer at the direction of the District.

****End of Section 2****

3 SCOPE OF SERVICES

The proposal must fully describe how the Proposer will provide the services listed in this Section.

The District will evaluate the proposal based on the cost of disposal plus the cost to transport the MSW and other materials from each of the District's facilities to the delivery site(s). This will assist in determining the lowest system cost.

MSW and other materials may be brought to the Proposer's Facilities in trucks: 1) owned or leased by the District or any of the other County Sanitation Districts of Los Angeles County, 2) owned or leased by a hauler providing trucking services to the District ("District's Contract Haulers"), or 3) owned and leased by haulers for third party waste collectors or transfer stations under separate contract with the District.

3.1 MSW DISPOSAL

The Proposer shall identify one or more disposal sites that will accept MSW from District's facilities.

3.1.1 Waste Composition

The District does not in any way guarantee the composition of the MSW delivered to the Proposer's Facilities. All facilities that send MSW to the Proposer's Facilities and deliver waste under the District's account will have a hazardous waste inspection program in compliance with their Solid Waste Facilities Permits.

Materials from the clean-out of digesters, grit chambers, screenings, and other processes at JWPCP are classified as MSW. If the Proposer cannot accept this material, it must be identified as an unacceptable waste under Section 4.2.5.

3.1.2 Turnaround Time

At each of the Proposer's Facilities, the Proposer shall provide priority access and expedite the vehicle turnaround time for a Districts' or Contract Hauler's vehicles to enter and leave the site.

3.1.3 Commitment to Deliver

The District makes no representation or guarantees with respect to the delivery of any type of waste other than as described in Section 1.2.7.

3.1.4 Tipping Fee

The District is seeking a tiered rate structure for MSW disposal based on the tonnage of MSW committed to the Proposer's Facilities. The rate shall be in terms of a fee for each ton of MSW delivered to a Proposer's Facility ("Tipping Fee"). The amount of MSW tons that the District commits to delivering each calendar month is the Monthly Tonnage Commitment. Each calendar month, the District will deliver to the Proposer's Facility an amount of MSW that is at least equal to the Monthly Tonnage Commitment. If, during a calendar month, the District delivers less than the Monthly Tonnage Commitment, the District will pay the Proposer an amount equal to the Monthly Tonnage Commitment multiplied by the Tipping Fee applicable to the Monthly Tonnage Commitment (i.e. put or pay). If, during a calendar month, the District delivers more than the Monthly Tonnage Commitment, the District will pay the Proposer an amount equal to the actual amount of MSW delivered during the subject calendar month multiplied by the Tipping Fee applicable to the Monthly Tonnage Commitment. The District may increase or decrease the Monthly Tonnage Commitment by notifying the Proposer in writing at least 15 calendar days in advance of the effective date of the change. In no case shall the Monthly Tonnage Commitment be less than the Minimum Monthly Commitment.

3.2 REUSE OF GREEN WASTES

Many cities and other jurisdictions in Los Angeles County use the green waste ADC program as a means to reach their diversion goals set by CalRecycle. Currently, the PHLF accepts approximately 21,000 tons of segregated, uncontaminated green wastes per month for its ADC program. With the pending closure of the PHLF, the District is seeking other options for managing clean green wastes to assist these jurisdictions.

3.2.1 Shredded and Unshredded Green Waste

For the purpose of this RFP, green waste refers to biodegradable waste, such as grass cuttings, and hedge and tree trimmings, that is relatively free of contamination. Contamination from processed green wastes shall not exceed one (1) percent of total volume in each load.

3.2.2 Process and Diversion Credit

Proposals for the beneficial reuse of green waste for composting or energy production shall include a detailed description of the composting or energy production processes. The Proposer shall certify that the tonnage received qualifies as diversion in accordance with CalRecycle rules and regulations.

3.2.3 No Minimum Tonnage

The District makes no representation or guarantee with respect to the tonnage of green waste to be delivered to the Proposer's Facilities either on a daily, weekly, monthly, or annual basis. The District's commitment to deliver green waste is as described in Section 1.2.7.

3.2.4 Tipping Fee

The District is seeking a Tipping Fee for:

- Shredded green wastes.
- Unshredded green waste.

For each calendar month, the District shall pay the Proposer an amount equal to the actual number of tons of shredded or unshredded green waste delivered during the calendar month multiplied by the Tipping Fee applicable to the actual tonnage delivered.

3.3 TREATED ASH DISPOSAL AND/OR REUSE

The CREF and SERRF are the only two refuse-to-energy facilities in Southern California. Treated ash from both CREF and SERRF is currently transported to the PHLF and used as road base material in wet weather operating areas. The Districts are soliciting a proposal for the reuse or disposal of treated ash from CREF and SERRF.

Treated ash from CREF and SERRF is sampled and analyzed for non-organics and non-volatile constituents periodically. Copies of the sampling results are available to the Proposer upon request. The Proposer shall ensure and provide documentation that the Proposer's Facilities are fully permitted to accept treated incinerator ash, or shall demonstrate the ability to secure the proper permits within six months of the Board approval of agreement(s). The Proposer shall dispose or reuse the treated ash in compliance with all appropriate federal, state, and local requirements.

3.3.1 Tipping Fee

The District is seeking a Tipping Fee for:

- Reuse of treated ash.
- Disposal of treated ash.

For each calendar month, the District shall pay the Proposer an amount equal to the actual number of tons of ash reused or disposed delivered during the calendar month multiplied by the Tipping Fee applicable to the actual tonnage delivered.

3.3.2 No Minimum Tonnage

The District makes no representation or guarantee with respect to the tonnage of treated ash to be delivered to the Proposer's Facilities either on a daily, weekly, monthly, or annual basis.

3.4 BIOSOLIDS DISPOSAL AND/OR REUSE

Biosolids from the JWPCP are currently hauled off-site for use in composting and land application, or combined with MSW for co-disposal. Currently, approximately 14,000 tons of biosolids per month from the JWPCP are disposed of at the PHLF.

All of the Districts' biosolids meet the requirements for Class B biosolids pursuant to Code of Federal Regulations, 40 CFR Part 503. In addition, the analytical results for Districts' biosolids are below the STLCs, as determined pursuant to the WET, and Total Threshold Limit Concentration of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3. The Districts' biosolids are therefore considered to be a nonhazardous waste. Biosolids are sampled, analyzed, and reported periodically. Copies of the analytical results for the Districts' biosolids are available to the Proposer upon request. The Proposer shall ensure and provide documentation that the Proposer's Facilities are fully permitted to accept biosolids and the facilities are operating in compliance with all appropriate federal, state, and local requirements. From time to time, there is a need to dispose of Class B biosolids generated from Districts' wastewater facilities in the Santa Clarita and Antelope Valleys. Proposals for the acceptance of the JWPCP biosolids shall also include acceptance of biosolids from these facilities.

Proposers are invited to submit proposals for reusing biosolids as ADC or other uses or landfilling all or a portion of the biosolids. The proposal shall include a Tipping Fee for such uses and shall fully describe the handling and processing of the biosolids from time of receipt to time of final disposition. The District may award this option to one or more Proposers or choose not award this option to any Proposer. The Proposer shall acknowledge that the District currently has multiple options through existing contracts for the disposition of biosolids and any agreement between the District and Successful Proposer will not include a minimum tonnage guarantee to be delivered to the Proposer's Facilities either on a daily, weekly, monthly, or annual basis.

For each calendar month, the District shall pay the Proposer an amount equal to the actual number of tons of biosolids delivered during the calendar month multiplied by the Tipping Fee applicable to the actual tonnage delivered.

3.5 OTHER OPTIONAL PROPOSALS

Proposers may submit optional proposals for alternative management or final disposition of any of the materials described in this section that may not have been contemplated in this RFP. Alternative proposals may include but are not limited to single price options, reduced rate options for increasing the Minimum Monthly Commitment, and other tiered rate options.

****End of Section 3****

4 CONTENTS OF PROPOSAL

Each proposal must include a statement of qualifications, a technical proposal, and a cost proposal.

4.1 STATEMENT OF QUALIFICATIONS

The statement of qualifications shall include the following:

- A list of every name under which the Proposer has conducted business during the preceding five (5) years.
- A complete list of the owners, principals, and corporate officers of the Proposer.
- A narrative with supporting information and data to demonstrate that the Proposer satisfies the Minimum Qualifications in Section 2.1.
- The identity of the Program Administrator as specified in Section 2.2 together with the Program Administrator's address, telephone number, and email address.
- A list of other projects with which the Proposer has had experience involving management or reuse of materials if the proposal includes items in Sections 3.2 to 3.4. For each project, indicate the capacity, technology, and a list of customers served.
- A list of all pending criminal and civil litigation involving the Proposer or any of its solid waste disposal operations. This list must include all individuals and entities identified as a participant in this proposal. The list shall include identification of all parties to the action, the course of action, potential financial obligations and current status of action.

4.2 TECHNICAL PROPOSAL

The Proposer's technical proposal shall sufficiently describe and demonstrate the Proposer's ability and approach to managing some or all of the District's MSW and other materials delivered to the Proposer's Facilities. The Proposer may include any relevant and useful materials that demonstrate and provide information on the Proposer's experience and capabilities.

4.2.1 Description of Proposer's Facilities

The Proposal shall contain the following items related to the Proposer's Facilities:

- Site location, including area maps showing access routes, nearby highways and roads, existing zoning and land uses, and a facility site plan.

- A list of all existing permits applicable to operations of the Proposer's Facilities. The Successful Proposer shall also make available to the District copies of all existing permits in searchable electronic format following the Board approval of agreement(s).
- A description of the Proposer's procedures for handling vehicle traffic along the access roads and at the tipping area. Sufficient detail must be supplied by the Proposer to assure the District that its vehicles will have ready access at the facility and that the facility can handle any increased traffic. Procedures that the Proposer intends to follow to assure priority access to the District's vehicles must be described.
- A description of general design and waste handling procedures.
- Facility data for each of the Proposer's Facilities listing annual disposal tonnage and beneficial reuse tonnage by type for Years 2007 through 2011.

4.2.2 Site Requirements

Each of the Proposer's Facilities must be a fully permitted facility and must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations. Proposals shall include documentation showing that the Proposer's Facilities are allowed to accept the wastes or materials proposed to be accepted by the Proposer.

4.2.3 Waste Management Facility Information

Proposers shall submit a list of Proposer's Facilities that will receive MSW for disposal or any other materials in Section 3 for reuse or disposal. The following information must be provided for each site:

- Facility name and address.
- Name of the owner.
- Relationship between the Proposer and the facility (i.e. subsidiary, owned by third party but operated under contract to Proposer, etc.).
- Name, phone number, and email address of contact at the facility.
- Type of facility (landfill, composting facility, etc.).
- Acceptance criteria, operating hours, and hours of waste/materials acceptance.
- A copy of a valid California Solid Waste Facilities Permit for each Proposer's Facility, if applicable.

4.2.4 Compliance with Laws and Regulations

The Proposer shall certify that it will manage all MSW and other materials in accordance with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and indemnify and defend the District, its directors, officers, employees and agents from all claims and liabilities relating to any violations of those laws and regulations.

4.2.5 Unacceptable Waste

The Proposer shall identify all materials and wastes that are unacceptable for receipt at the Proposer's Facilities, including materials that would violate any applicable law or permit conditions if disposed of at the Proposer's Facilities ("Unacceptable Waste").

4.2.6 Scale Procedures

The proposal shall describe the weigh scale procedures used to process trucks through the scales at each facility. This description shall include a discussion of any equipment, cards, stickers or other means that are used to identify the trucks on the scale and how this truck identification is used to charge the loads to the District's account. This description must also include a discussion of how the tare weights of trucks are established.

4.2.7 Supplies and Equipment

The Proposer shall certify that it will provide all services necessary to operate and maintain the Proposer's Facilities in order to accept, receive, and dispose or reuse of MSW and other materials in accordance with this Agreement. The Proposer's services shall include, without limitations, all the necessary labor, materials, utilities, equipment, maintenance services, insurance, taxes, rents, lease payments, daily cover, closure, and post closure monitoring and maintenance, without hindrance or delay due to services provided to other users of the Proposer's Facilities. The Proposer shall provide a list of the items of equipment that are currently or will be used to manage the MSW and other materials from the District. Proposer shall indicate whether the Proposer's Facility has a tipper or other ability to unload transfer trailers that do not have walking floors.

4.2.8 Optional Contingency Plan

The proposal may include a narrative and drawings in a contingency plan describing the means and methods the Proposer will use to accept, receive, and dispose or reuse the District's MSW and other materials in the event that the Proposer's Facility experiences any temporary or permanent disruptions to its operation. If the Proposer identifies a fully permitted alternate solid waste disposal facility to accept the MSW and other materials in the contingency plan, the Proposer should identify the alternate facility's tipping fee for each material in the Cost Proposal.

4.3 COST PROPOSAL

The Proposer shall submit a detailed cost proposal that includes a breakdown of costs by each task described in Sections 3.1 through 3.4 in sufficient detail for the District to evaluate the cost for each option. At a minimum:

- The Proposer shall fill in the attached Table 1 if proposing to provide capacity for MSW.
- The Proposer shall fill in the attached Table 2 if proposing to provide capacity for green waste.
- The Proposer shall fill in the attached Table 3 if proposing to provide capacity for treated ash.
- The Proposer shall fill in the attached Table 4 if proposing to provide capacity for biosolids.

Regarding the tonnage tiers shown in Tables 1 through 4, the Proposer may fill in as many or as few tonnage tiers with corresponding tipping fees as deemed necessary. In addition to the format provided in Tables 1 through 4, Proposers may also submit alternative cost proposals in whatever format they deem appropriate.

Because Cleanings are classified as MSW, the cost for their disposal shall be as proposed in Table 1, unless specifically identified as being different in the proposal.

The Proposer shall include a statement that their proposal is valid for a minimum period of six-months from the proposal due date.

4.3.1 Adjustments and Price Escalation

The proposal shall identify any proposed annual adjustments to the Tipping Fees and shall describe the basis of which the proposed adjustments are determined.

4.3.2 Invoicing & Payment

The cost proposal shall also include a description of when invoices will be sent out, when payments are due after receipt of the invoice, the interest rate and any service charges for late payments, and the allowable methods of payment.

4.4 ACCEPTANCE OF TERMS AND CONDITIONS

The Proposal shall include an acknowledgement of acceptance of all terms and conditions in this RFP.

4.5 COMPLETENESS

The proposal shall clearly describe the approach and procedures that will be implemented to satisfy the requirements specified in this RFP. Any deviations from the conditions set forth in

this RFP shall be clearly indicated and must be accompanied by proper justifications. Deviations could, under the District's sole discretion, result in the proposal being rejected for being considered non-responsive. It is the Proposer's responsibility to ensure that its proposal is complete and responsive to the requirements of this RFP.

****End of Section 4****

5 PROPOSAL EVALUATION

A team consisting of members of the District's staff who possess the knowledge, expertise, and experience sufficient to make a fair and reasonable evaluation, will evaluate the proposals received in response to the RFP. The proposals will first be reviewed to determine if the Proposer satisfies the requirements of this RFP. Proposals that are determined to be incomplete or unresponsive may be rejected. The proposals that meet all the proposal requirements will be given a thorough and objective review. The team will then rank all qualified and responsive proposals based on the evaluation criteria set forth in this section.

5.1 SELECTION PROCESS

Ranking of the proposals will be made on the basis of which proposal best meets the objective of the project and serves the best interests of the District. Proposers ranked high on the list may be interviewed.

5.2 EVALUATION CRITERIA

The team will rank the proposals based on the following:

- Evaluated Cost
- Services that best meet the needs of the District
- Qualifications
- Technical Approach

****End of Section 5****

6 TERMS AND CONDITIONS

The sole and only agreement between a Proposer and the District will be an agreement executed by the Proposer and the District following approval by the District's Board of Directors. Alternatively, the District may issue a Purchase Order, to be executed by the Proposer that is composed of the RFP and any written amendments to the RFP and specified portions of the Proposer's proposal ("Agreement"). The RFP and any written amendments to the RFP will take precedence over any conflicting provisions in the Successful Proposer's Proposal.

6.1 TERM OF AGREEMENT

The term of the Agreement will be for five (5) years starting at the closure of Puente Hills Landfill with two (2) additional five (5) year extensions upon mutual written consent of the parties. Any purchase order will terminate at the end of the initial term regardless of any monetary balance remaining on the purchase order. The District shall issue a new purchase order for any extended period mutually agreed to in writing by both parties. If either party intends to terminate the Agreement at the end of the initial or first extended term, the party proposing to terminate the Agreement shall provide a minimum one-year written notification to the other party.

6.2 PERFORMANCE GUARANTEES

6.2.1 Guaranteed Implementation of Program to Minimize Unacceptable Waste

At the District's facilities, the District shall inspect and remove Unacceptable Waste from MSW and other materials prior to the delivery to a Proposer's facility. Both parties recognize that it may not be possible to identify and remove all Unacceptable Waste at the District's facilities and that there may be small quantities of incidental Unacceptable Waste (Incidental Unacceptable Waste) present in the loads delivered to the Proposer's facility. Upon request, the District shall make available to Proposers the District's inspection records and shall, during normal business hours, allow the Proposers to tour the District's facilities for the purpose observing the inspection process.

6.2.2 Guaranteed Management of All Wastes Received

The Proposer shall guarantee the acceptance and management of all wastes and materials delivered to the Proposer's Facilities pursuant to this RFP and the Proposal including, but not limited to Incidental Unacceptable Waste identified in the proposal. The Proposer shall manage Incidental Unacceptable Waste in accordance with Section 6.3. In the event that a load is rejected at a Proposer's Facility after it is unloaded from a truck, the Proposer shall insure that the Incidental Unacceptable Waste within the load is transported to another facility approved by the District. Under no circumstances shall Incidental Unacceptable Waste be returned to the District.

6.2.3 Financial Statements

The Proposer shall provide the most recent audited financial statements if requested by the District. The District will not finance any Proposer nor assume any risks related to financing of the Proposer's Facilities. The Proposer shall provide all financing necessary for the operations and maintenance of the Proposer's Facilities.

6.3 PROCEDURE FOR INCIDENTAL UNACCEPTABLE WASTE

The Proposer shall provide the District with prompt written notification of any changes in waste acceptance procedures and protocols and changes to what constitutes Unacceptable Waste, but in no event shall such notice be less than thirty (30) calendar days from the effective date of the change.

If it can be definitively demonstrated that Incidental Unacceptable Waste delivered to a Proposer's facility originated from a District facility, then the District shall pay all direct costs of cleanup, removal, transportation, and disposal of that waste. The District shall have no duty to reimburse the Proposer for, nor to hold harmless, indemnify, nor defend the Proposer, against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses by whatsoever character or kind, to the extent resulting from any negligent acts or omissions of the Proposer that relate to the management or disposal of Unacceptable Waste.

The Proposer shall not send any Incidental Unacceptable Waste delivered by the District to any facility that has not been approved by the District. In the event the Proposer sends the waste to an unauthorized facility, the Proposer shall pay all waste management costs that are associated with that waste; indemnify and hold harmless the District, its directors, officers, employees and agents, for any claims or liabilities arising as a result of management of the waste at the unauthorized facility.

6.4 REPORTS

The Proposer shall prepare and submit monthly reports to the District at no additional cost. The District may request changes to the reports, in writing, at any time. Failure to submit monthly reports by the specified deadlines will be considered an act of default. The Proposer shall transmit the reports to the District via electronic mail in a spreadsheet format (i.e. Excel). The reports shall contain, at a minimum, the following information:

- Transaction number for each load.
- Date and time of transaction.
- Type of material delivered in each load (MSW, green waste, treated ash, biosolids, and Cleanings).
- Gross, tare and net weight of load.
- License or truck number of each load.
- Total tons for each refuse type delivered during each calendar month.

The Proposer must provide the District with reports documenting each month's transactions together with a monthly billing statement. The District will not be obligated to pay any monthly billing statement without the required report.

6.5 REGULATORY COMPLIANCE

The Proposer shall be responsible for obtaining and renewing all permits, clearances, and approvals necessary to operate the Proposer's Facilities in compliance with all federal, state, and local laws, statutes, ordinances, rules, and regulations. The Proposer shall also be responsible to determine which permits, clearances, and approvals are required. The Proposer shall bear the total cost of obtaining and renewing all required permits and approvals.

6.6 WARRANTY AND RESPONSIBILITY

The Proposer warrants that the services performed under the Agreement will be completed in a manner consistent with the standards practiced among those firms within the Proposer's industry, doing the same or similar work under the same or similar circumstances. The Proposer shall be responsible for the quality, services and reports furnished by the Proposer. The Proposer shall, at no additional cost to the District, correct or revise any errors, omissions, or other deficiencies in the reports, calculations, and other services.

6.7 LIABILITY OF SUCCESSFUL PROPOSER

The Proposer shall be liable, in accordance with applicable law, for all damages to the Districts caused by the Proposer's performance of any of the services furnished under this Agreement.

6.8 COMPENSATION AND PAYMENT FOR SERVICES

6.8.1 Tipping Fee (Cost Per Ton)

Except as provided for in Section 6.3, the District's sole payment obligation for all services to be provided under the terms of this RFP and the Agreement shall be payment of a per-ton tipping fee for the MSW or other materials.

6.8.2 Pass-Through Taxes and Fees

"Fees and Taxes" mean any and all federal, state, local or other taxes, assessments, fees, host charges, gross receipts taxes or charges, surcharges, or similar charges directly or indirectly related to the acceptance, processing, storage, burial or disposal of material that are paid by or imposed on the Proposer, the Proposer's Facilities and operations, by law, ordinance, rule, regulation, or agreement with a governmental authority. The Proposal shall acknowledge that the tipping fee rates for all materials in this RFP are inclusive of all costs, including but not

limited to governmental Fees and Taxes. The sole and only payment from the District under the Agreement is the tipping fee applicable to each month based on the total quantity of MSW or other materials received at the Proposer's Facilities. If new or increased Fees and Taxes are imposed, assessed, levied on, or charged to the Proposer, the Proposer may adjust the Tipping Fees so that all new or increased Fees and Taxes are passed through to the District. The Proposer shall provide the District with 30-days' advance written notice of any change in the Tipping Fee rate due to new or increased Fees and Taxes. If increases in Fees and Taxes result in an increase in the Tipping Fees of greater than 10 percent during any twelve-month period, the District shall have the right to terminate the Agreement upon 30-days' written notice to the Proposer.

6.8.3 Invoice Disputes

If the District disputes the amount of any charges, the District shall give the Proposer written notice of the dispute within twenty (20) days after the District receives the billing statement or other notice of charges that contains the disputed charges. In the written notice of dispute, the District shall state the basis for the disputed amount with sufficient specificity to allow the Proposer to investigate the District's claim. In the event of a dispute, the District shall process the invoice for payment for the amount of the undisputed portion of the invoice.

6.9 MAINTENANCE OF RECORDS

The Proposer shall maintain all records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the District. These records shall be retained for a period of no less than three (3) years following final payment made by the District or the expiration date of this Agreement, whichever occurs last. The District's authorized personnel or representatives shall have the right to examine and audit these records at any time during the term of the Agreement or within the three (3) years following final payment made by the District or the expiration date of the Agreement, whichever occurs last. The Proposer shall provide any reports requested by the District regarding performance of the Agreement. Any subcontract entered into by the Proposer, to the extent allowed by the Agreement, must include a like provision for work to be performed under the Agreement.

6.10 CHANGES OR MODIFICATIONS

Amendments, changes, or modifications to this Agreement may be made at any time in writing and shall become effective upon execution by the parties.

6.11 TERMINATION AND DEFAULT

6.11.1 Default

The term "Default" means the failure of a party to observe or perform any covenant, condition, or term of this Agreement or the breach of any representation or warranty made by the Proposer. Upon the occurrence of a Default, the aggrieved party may terminate this Agreement and have recourse to any other right or remedy to which the aggrieved party may be entitled by law or in equity, including, but not limited to, the right to recover for all damage or loss suffered as a result of the Default.

6.11.2 Termination

The District is currently constructing a Waste-by-Rail system ("WBR") to ensure long-term disposal capacity for Los Angeles County. WBR infrastructure is anticipated to be complete in 2013. Although the District does not anticipate the startup of the WBR system in the foreseeable future, the District may be required to begin some level of operation. After the initial term, should the Districts elect to start WBR, the District may terminate the Agreement with an 18-months' advance written notice.

6.12 INDEMNITY

The Proposer shall indemnify, defend, and hold the District, its directors, officers, employees, agents, successors and assigns, and each of the other County Sanitation Districts of Los Angeles County, and their directors, officers, employees, agents successors and assigns, harmless from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), arising out of or in any way related to (a) Proposer's performance of its obligations under this Agreement, (b) any bodily injury, personal injury, or property damage caused by or resulting from any acts or omissions of the Proposer, and (c) any violation by the Proposer of applicable law.

The District shall indemnify, defend, and hold the Proposer, its directors, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), arising out of or in any way related to (a) any bodily injury, personal injury, or property damage caused by or resulting from the negligent acts or omissions of the District, (b) delivery of waste that is not Acceptable Waste to the Proposer's Facilities, except as allowed by the Agreement; and (c) any violation by the District of applicable law.

The parties' indemnity obligations will survive the expiration or earlier termination of this Agreement.

6.13 INDEPENDENT CONTRACTOR

Each party is and will perform this Agreement as an independent contract and will have and maintain complete control over all of its employees, agents and their conduct. Neither of the parties, nor anyone employed by them will be, represent, act, purport to act or be deemed to be the agent, representative, or employee of the other party.

6.14 NOTICES

All notices or other communications to the Proposer will be deemed given when made in writing and delivered, mailed or e-mailed to the Program Administrator. All notices or other communications to the District will be deemed given when made in writing and delivered, mailed or e-mailed to the Project Manager.

6.15 SUCCESSORS AND ASSIGNS

The Proposer shall not sell, assign, otherwise transfer, by operation of law or otherwise, its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the District.

6.16 FORCE MAJEURE

In the event that performance on the part of any party to the Agreement is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of that party, none of the parties shall incur any liability to the other party as a result of the delay or suspension. Circumstances deemed to be beyond the control of the parties include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal Government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

6.17 SEVERABILITY

Should any provision be found or deemed to be invalid, the Agreement will be construed as not containing that provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end, the provisions of the Agreement are declared to be severable.

6.18 GOVERNING LAWS AND REQUIREMENTS

Proposer shall abide by and obey all applicable laws, rules, regulations and ordinances of the United States of America, the State of California, and local jurisdictions.

6.19 AB 939 REPORTING BY THE DISTRICT

By the 45th day following the last day of the quarter, the District shall provide a report to the Proposer that identifies the number of tons by jurisdiction of origin for all materials and MSW delivered under this Agreement.

****End of Section 6***

Table 1
Proposed Tipping Fee for MSW

Landfill Name		
Proposer Name		
Maximum number of tons per month that can be received		

Tonnage Range Tiers	Minimum Committed tonnage per month	Tipping fee for tons delivered (\$/ton)
Tier 1		
Tier 2		
Tier 3		
Tier 4		
Tier 5		
Tier 6		
Tier 7		
Tier 8		
Tier 9		
Tier 10		
Tier 11		

Table 2
Proposed Tipping Fee for Green Waste

Facility Name			
Proposer Name			
Maximum number of tons per month that can be received			
Proposed Use			

Tons per month delivered to facility				
Tonnage Range Tiers	at least this many tons per month	but less than this many tons per month	Tipping fee for shredded green waste (\$/ton)	Tipping fee for unshredded green waste (\$/ton)
Tier 1				
Tier 2				
Tier 3				
Tier 4				
Tier 5				
Tier 6				
Tier 7				
Tier 8				
Tier 9				
Tier 10				
Tier 11				

Table 3
Proposed Tipping Fee for Treated Ash

Facility Name			
Proposer Name			
Maximum number of tons per month that can be received			
Proposed Use			

	Tons per month delivered to facility		
Tonnage Range Tiers	at least this many tons per month	but less than this many tons per month	Tipping fee for tons delivered (\$/ton)
Tier 1			
Tier 2			
Tier 3			
Tier 4			
Tier 5			
Tier 6			
Tier 7			
Tier 8			
Tier 9			
Tier 10			
Tier 11			

Table 4
Proposed Tipping Fee for Biosolids

Facility Name			
Proposer Name			
Maximum number of tons per month that can be received			
Proposed Use			

Tons per month delivered to facility			
Tonnage Range Tiers	at least this many tons per month	but less than this many tons per month	Tipping fee for tons delivered (\$/ton)
Tier 1			
Tier 2			
Tier 3			
Tier 4			
Tier 5			
Tier 6			
Tier 7			
Tier 8			
Tier 9			
Tier 10			
Tier 11			

APPENDIX A

Waste Disposal Services and/or Beneficial Reuse or Management of Other Materials

Request for Proposal

Documentation Submittal Form

Table below summarizes the documentation required to be included in the submitted proposal.

Section	Subject	Document	Initial to indicate information is attached	Use this space for notes or clarification
1.3	Signature and Authority	An offer, signed by an officer authorized to execute legal documents on behalf of the Proposer, to perform all work in the RFP and the proposal		
4.1	Statement of Qualifications	All items in Section 4.1		
4.2.1	Description of Proposer's Facilities	All items in Section 4.2		
4.2.2	Site Requirements	Documentation showing that the Proposer's Facilities are allowed to accept MSW or materials proposed to be accepted by the Proposer		
4.2.3	Waste Management Facilities Information	A list of Proposer's Facilities and information pertaining each facility, including a copy of a valid California Solid Waste Facilities Permit for each Proposer's Facility		
4.2.4 & 4.2.7	Certification	A certification that the MSW and other materials will be managed in compliance with all laws, statutes, ordinances, rules and regulations and in accordance with the RFP		
4.2.5	Unacceptable Waste	A list of materials and wastes that are unacceptable for receipt at Proposer's Facilities		
4.2.6	Scales Procedures	Narrative of weigh scale procedures		
4.3	Cost Proposal	Tables 1-4 or alternative cost proposals and description of cost adjustments and invoicing procedure.		
4.4	Acknowledgement	An acknowledgement of acceptance of all terms and condition of the RFP		